

**O.S. No.830/2022**

**15-07-2022**

Heard on I.A.No. 1. Perused the documents.

The plaintiff has filed the above suit for specific performance of contract based on the agreement dated 29-05-2008.

The case of the plaintiff is that, under the said agreement, the plaintiff has paid advance sale consideration of Rs.14.5 lakhs and he is ready to give the remaining sale consideration of Rs.5.5 lakhs to the defendants and therefore he has issued legal notice to them on 13-09-2021. But, in spite of service of notice, the defendants did not come forward to execute the sale deed. Apart from that, the

defendants are making arrangements for sale of plaint schedule property. In such an event, the plaintiff will not be able to get the fruits of the decree and therefore, the plaintiff seeks ex-parte temporary injunction order against the defendants from alienating the property.

Sri. R.M.G., Advocate for plaintiff submits that, the plaintiff is ready to deposit the balance sale consideration of Rs.5 lakhs 50 thousand in the Court.

Therefore, by believing the contents of documents and affidavit of plaintiff as true, the Court pass the following:

**ORDER**

I.A.No. I is allowed.

The defendants are restrained from alienating the plaint schedule property by way of ex-parte temporary injunction order for a period of 45 days from today.

The plaintiff shall comply the Order 39 Rule 3 of C.P.C. provisions.

He shall issue summons to the defendants by furnishing plaint, I.A. copies and all the documents. **Office to issue certified copy of this order only after compliance and deposit of balance sale consideration amount of Rs.5 lakhs 50 thousand by the plaintiff.**

If the plaintiff did not comply the above order in letter and spirit, the temporary injunction order shall not be continued on the next date of hearing.

Issue suit summons and I.A.  
notice along with injunction  
order against the defendants.

**Returnable by: 26-08-2022.**

**Pri. Senior Civil Judge & J.M.F.C.,  
Devanahalli.**